

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DOMINION RANCH
KERR COUNTY, TEXAS

THIS DECLARATION, made this 23 day of May, 2002 by Dominion Land & Cattle Company, LP ("Declarant"), by DLCC Management, LLC, General Partner.

WITNESSETH:

- A. Declarant is the owner of the real property described in EXHIBIT "A", attached hereto and referred to in Section 1 of this Declaration, and desires to create thereon a ranch development for agricultural purposes.
- B. Declarant further desires to provide for the preservation of the values and amenities of said ranch and property and for the maintenance thereof; and, for such purposes, Declarant desires to subject the real property described in EXHIBIT "A", attached hereto, and referred to in Section 1, together with such additions as may hereafter be made thereto (as provided in Section 1), to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the said property and each owner thereof.
- C. Declarant will cause the Dominion Ranch Property Owners Association to be incorporated as a non-profit corporation under the laws of the State of Texas, to which corporation will be delegated and assigned the powers of maintaining and administering the properties and facilities, administering and enforcing the covenants, conditions and restrictions, and collecting and disbursing the assessments and charges as hereinafter provided.

NOW, THEREFORE, Declarant declares that the real property referred to in Section 1, and such additions thereto as may hereafter be made pursuant to Section 1 hereof, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants, conditions and restrictions") hereinafter set forth;

1. Definitions. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a.) "Association" shall mean and refer to the Dominion Property Owners Association. The principal office of the Association shall be 190 Fairway Drive, Kerrville, Texas 78028. The Association shall be formed for the purpose of preserving and maintaining the uniform standards and quality of land and wildlife as well as the natural beauty and aesthetic value of the property described herein which shall hereafter be designated by Declarant.

(b.) "Board" shall mean and refer to the Board of Directors of the Association.

- (c.) "Properties" shall mean and refer to the Dominion Ranch Properties and any other property which shall have been designated by the Declarant as a part of the Properties as herein provided and all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration prepared and filed or record pursuant to the following provisions:
- (i) The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration (hereinafter defined as the "Existing Property") is located in Kerr County, State of Texas, is described in Exhibit "A", attached hereto;
 - (ii) If Declarant is the owner of any property which it desires to add to the concept of this Declaration, it may do so by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions, which shall extend the concept of the covenants, conditions and restrictions of this Declaration to such property; PROVIDED, HOWEVER, that any additions made pursuant hereto, when made, shall automatically extend the jurisdiction, functions, duties and memberships of the Association to the properties added.
- (d.) "Member" shall mean and refer to the Declarant and each owner of a fee simple interest ("Owner") in any property within the Properties. Each member shall be entitled to one vote for each acre owned, provided all dues and assessments are paid current.
- (e.) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any property within the Properties. The foregoing does not include any persons or entities who hold an interest in any property within the Properties merely as a security for the performance of an obligation.
- (f.) "Architectural Control Committee" shall mean and refer to that Committee as defined in Section 7 hereof.
- (g.) "Wildlife Committee" shall mean and refer to that Committee as defined in Section 8 hereof.
- (h.) "Road Maintenance Committee" shall mean and refer to that Committee as defined in Section 9 hereof.

2. Affirmative and Protective Covenants.
subject to the following restrictions:

The Properties shall be used and occupied

- (a.) Each portion of the Properties shall be used for residential, recreational, ranching and agricultural purposes only, and shall not be used for any other mercantile or commercial purpose. Agricultural purposes for the purpose of this instrument shall mean and include running livestock or exotic animals, hunting, trapping and taking of all wild animals and wild birds.
- (b.) No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Mobile homes, motor homes, camping trailers and campers may be used on the Properties during the regular deer and turkey hunting seasons in each year as a temporary hunting lodge or camp and during the times of recreation and vacation as lodging, but the same must be removed from the Properties when not in use for the foregoing purposes.

Additionally, any temporary mobile home, motor home, trailer or camper shall be placed on the Properties a distance greater than 300 feet from the main roadway easement and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway.

- (c.) (i). All roads have a 60 foot easement right of way.
- (ii). All property lines extend to the centerline of road easement.
- (iii). No permanent structure (home, barn, etc.) other than fencing, shall be placed on the Properties less than 300 feet from the main roadway easement, and 200 feet from the side or rear property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway.
- (d.) No abandoned automobiles or other abandoned vehicles shall be left on the Properties, nor shall any portion of the Properties, nor shall any portion of the Properties be maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash and waste must be hauled off or buried out of view from the main roadway, or adjoining land.
- (e.) No offensive, noxious, profane or unlawful use shall be made of the Properties.
- (f.) No sign or signs of any kind shall be displayed on the Properties to the public view except one sign for ranch identification. A sign indicating direction and ownership of the Properties or portion thereof may be installed near the main entrance thereto, provided such sign shall be neat in appearance and located on the owner's land.
- (g.) The Properties may not be subdivided into smaller parcels, but one owner may sell land to an adjoining neighbor so long as his remaining tract is above 50 acres.
- (h.) The Properties shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, which are not visible from any road. All equipment for the storage and disposal for such materials shall be kept in a clean and sanitary condition, and out of view from the main roadway and neighbor.
- (i.) All residences and other structures constructed or erected shall be new construction, and in no event shall any prefabricated or existing residence or garages be moved on to any of the Properties. No residence or other structure shall be constructed on any of the Properties without first submitting the plans, drawings, specifications and planned location site to the Architectural Control Committee for approval. Approval by the Architectural Control Committee shall be indicated by signing and dating the specified plans and keeping a copy of same in the records of the Association. Additionally, no bright colored or shiny roofs are permitted on any residence or other structures situated on any of the properties.
- (j.) Hunting shall be permitted on Owner's individual Properties only. No hunting is allowed from the main road. Each Owner of any of the Properties shall be entitled to harvest annually the quota of bucks and does, whether native or exotic, on such Owner's Property as the Wildlife Committee determines as provided in Section 8 hereof. No Owner may harvest more than the aforementioned quota of animals without prior approval of the Wildlife Committee. If an Owner desires to harvest more than his quota of animals, he must secure written approval of the Wildlife Committee for same and agree to pay to the Association in cash that amount

which is necessary to purchase similar replacement animals as determined by the Wildlife Committee. All disputes concerning specific Owner quotas on any of the Properties and any other wildlife disputes shall be handled by the Wildlife Committee. No Owner shall do any act that is designed to be harmful or injurious to the Owner's property adjacent to such Owner's Property. Included within the meaning of this covenant, shall be a prohibition against feeding close to the property line for the specific intent of attracting the neighboring Owner's wildlife. The Association shall be empowered to cause the violating Owner to cease such acts by filing in a court of competent jurisdiction an action in equity or at law. No Owner may release live wild animals on any of the Properties without first securing the consent of the Wildlife Committee. Any Owner who causes his Property to be completely high fenced shall be exempted from the provisions of this paragraph (j). In the event that an Owner desires to sell his game to a non-Owner hunter, either the Owner or a qualified guide must supervise and accompany the non Owner hunter at all times and be responsible for his acts. No elevated hunting blinds shall be allowed. All hunting blinds and feeders should be located in a minimum of 200 feet from a property line, and well screened behind trees from the roadway or neighbors.

- (k.) Any construction commenced on any property must be completed within one year.
- (l.) Individual water and sewer systems shall be located, constructed and equipped in compliance with Texas State Health Department and Upper Guadalupe River Authority requirements and rules and regulations of Kerr County and any other applicable governmental laws. All wells shall be located a minimum of 150 feet from any property lines.
- (m.) No fence shall be constructed, situated or located less than 90 feet from the centerline of the main roadway. All fences shall be approved by the Architectural Control Committee.
- (n.) No oil well drilling, oil development operations, refining or mining operations is allowed unless approved by the Architectural Control Committee and located no closer than 500 feet from any residence or structure on any property. Any open pit or excavation must be restored to the condition of the land before use.
- (o.) A storage shed with a minimum area of 8 feet by 10 feet may be placed on the property as long as it complies with the provisions hereof.

3. Easements:

(a.) Utility Easement. Declarant hereby retains perpetual easements for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along with all roads indicated for ingress and egress, along and within ten feet (10') of the outer easement line of all roads and along and within ten feet (10') of the rear and side line of all tracts. Along with the authority to place, construct, operate, maintain, relocate and replace thereon any utility distribution line or system. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress

to and egress from said right-of-way and easement, and the right from time to time to cut and trim all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility installation. Grantor hereby retains perpetual, nonexclusive easement for purposes of granting ingress and egress along and within 30 feet of the front tract line where the calls are with the center of road easement.

- (b) Declarant does hereby grant to the grantee, perpetual, nonexclusive easement for purposes of ingress and egress along and within 60 feet wide road easements along the front tract line where the calls are with the center of road easement.
- (c) Private Road Easements are for private streets, and Dominion Land and Cattle LP, the owner of this land, expressly reserves and retain into all current and subsequent owners of tracts a perpetual easement and right-of-way (ROW) for the purpose of ingress and egress over, across and upon all streets in this Project as herein specifically described by metes and bounds. The use by current and subsequent owners of the tracts of the project of the easements herein reserved shall be non-exclusive and in common with each other and the Dominion Land and Cattle, LP, its successor and assigns, and accordingly Dominion Land and Cattle LP, reserves and retains the right to convey similar rights and easements to such other persons as it may deem proper, to use the street and rights-of-way and to dedicate all or any part of the surface of the property affected by this easement to Kerr County or to any city for use as a public street or road.

4. Creation of Lien and Personal Obligation for Assessments. Each Owner (by acceptance of a deed for any portion of the Properties, whether or not it shall be so expressed in any such deed or other conveyance), hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association assessments or charges. The annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each portion of the Properties against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment became due.

5. Maintenance Charge. The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 2003, such annual maintenance fund charge shall not exceed \$4.00 per acre of land owned in the Properties. The annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of the calendar year 2002 and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period.

The annual maintenance fund charge shall be paid by the respective owners of land in the Properties annually, on January 1, in advance. If land in the Properties becomes subject to the annual maintenance fund charge on a date other than January 1, the Owner of such land shall pay that pro rata part of the annual maintenance fund charge. The Declarant is not obligated for the maintenance fund charge on any land owned by Declarant.

All past due maintenance fund charges shall be a debt of the Owner of the property subject

to such charges and shall bear interest from their due date until paid at the highest legal interest rate per annum allowed in the State of Texas at that time. Such charges shall be covenant running with the land and to secure the payment thereof a lien is hereby retained upon the property subject to such charge. Such charge and lien are hereby assigned by the Developer to the Association (without recourse on the Declarant in any manner for payment of such charge), which will collect all such annual maintenance fund charges and will administer the fund created thereby in order that uniformity and continuity will be maintained and preserved. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting the property subject to any such charge which has been filed for record in Kerr County, Texas, prior to the date payment of such charges become due and payable, and any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings, shall cut off and extinguish the liens securing charges which become due and payable prior to such foreclosure date, but no such foreclosure shall free any property from the lien securing charges thereafter becoming due and payable under this section, nor shall the personal obligation of any property Owner foreclosed be extinguished by any foreclosure.

6. Purpose of the Maintenance Fund. The maintenance fund charge shall be uniformly imposed upon all lands in the project, and said maintenance fund shall be used exclusively for the following in connection with areas within the Project in respect of which the charge is made:

- (a.) Accounting, computer, office expense which includes all corporation accounting, communication expense, office supplies, etc.;
- (b.) Common area and main road maintenance which includes working the main road as needed for normal access;
- (c.) Outside high fence maintenance which includes repair and maintenance of outside high fence; in the event the landowner does not fulfill his high fence maintenance responsibility.
- (d.) Legal which includes any legal fees as may be required by the Association;
- (e.) Corporate income tax preparation which includes cost of annual corporate Federal income tax return;
- (f.) The Association expense for security.
- (g.) The Association expense for wildlife surveys and consultations.
- (h.) Miscellaneous which includes costs expended, but not already mentioned.

In the event that the Association shall expend monies for any of the foregoing purposes in amounts exceeding the amount then in the maintenance fund, the Association shall be entitled to receive reimbursement from amounts thereafter paid into the maintenance fund by Owners of Properties; provided, however, that the Association will not without the approval of the majority of members, evidenced by the favorable vote of a majority of the votes entitled to be cast by the members, expend more than two dollars per acre in excess of the monies then on hand.

7. Architectural Control Committee. No building or other improvements shall be erected, placed or altered on the Property until the Owner or builder has made an application to the Architectural Control Committee for approval and has submitted construction plans and specifications and a site plan showing the location of the structure or improvements, and such plans have been approved by the said Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to the topography and final grade elevation. The Architectural Control Committee shall be composed of 3 volunteers, David M. Cummings, Jr., Chairman, Scott Cummings and Clint Cummings, all of whom shall be members of the Association. A majority of votes shall prevail on any issue or subject requiring a decision of the Committee. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the President with the approval of Board of Directors shall appoint a successor to serve for the remainder of the unexpired term. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The herein granted powers and duties of the Architectural Control Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee. The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated representatives, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, the proposed plans shall be considered approved and the related covenants shall be deemed to have been fully satisfied. The Architectural Control Committee, as its sole discretion, is hereby permitted to approve deviations in building area, construction and location in instances where, in its judgement, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become part of these restrictions.

8. Wildlife Committee. The Wildlife Committee shall be composed of a maximum of 3 volunteers, David M. Cummings, Jr., Chairman, Scott Cummings and Clint Cummings all of whom shall be member of the Association. A majority of votes shall prevail on any issue or subject requiring a decision of the Committee. The Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the President with the approval of the Board of Directors shall appoint a successor for the remainder of the unexpired term. No compensation shall be due or paid to either members of the Committee or its representatives for services performed pursuant to this covenant. The herein granted powers and duties of the Wildlife Committee shall cease and terminate twenty (20) years after the date of this instrument and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Wildlife Committee.

The Wildlife Committee shall be responsible for overseeing the management of the free roaming wildlife within the Properties. In this regard, the Wildlife Committee may have an annual wildlife survey ("SURVEY") performed on the Properties by a competent biologist ("BIOLOGIST") of the Committee's selection. The SURVEY shall project the total numbers by sex of each species of wildlife on the Properties and shall contain the BIOLOGIST'S recommendations as to the harvest numbers by sex for each species. The Wildlife Committee may

use the SURVEY and the BIOLOGIST'S harvest recommendations to determine each Owners harvest quotas by sex for each species on such individual Owner's property. In determining such quotas the Wildlife Committee shall base such quotas on what each Owner's property will produce and such other criteria that the Wildlife Committee deems to be in the best interest of sound management of the wildlife herd on the Properties. The Wildlife Committee shall be responsible for enforcing the provisions of Section 2 (j) of this Declaration on behalf of the Association and shall sit as a Board of Arbitration with respect to all disputes concerning wildlife between Owners. The Committee's decision regarding a dispute between owners concerning wildlife shall be final and shall be binding on all parties thereto.

9. Road Maintenance Committee. The Road Maintenance Committee shall be composed of a maximum of three volunteers, David M. Cummings, Jr., Scott Cummings, and Clint Cummings, all of whom shall be members of the Association. A majority of votes shall prevail. In the event of death or resignation of a committee member, the President, with approval of the Board of Directors shall appoint a successor member. No committee member shall receive compensation for his duties. This committee shall supervise the maintenance of the main road to keep it passable and in good conditions at all times.

10. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Association.

(a.) If any assessment or any part thereof is not paid on the date(s) when due (being the dates specified in Section 5 of this Article), then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property of the non-paying Owner and shall be unaffected by any sale of the property. The personal obligation of the Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successor in title unless expressly assumed by them. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or abandonment of his property.

(b.) If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the maximum legal rate of interest, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint (including reasonable attorney's fees) in such action and in the event a judgement is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any mortgage or deed of trust now or hereafter placed upon the property subject to the assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale, whether public or private, or such property pursuant to the terms and conditions of any such deed of trust. Such sale shall not relieve such properties from any liability for the amount of any

assessments thereafter becoming due nor from the lien of any such subsequent assessment.

12. Voting Rights in the Association.

(a.) Quorum and Notice Requirements.

(i) Any action by the Members shall require the assent of the Members entitled to cast a majority of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all members at least ten (10) days in advance and shall set forth the purpose of such meeting.

(ii) The quorum required for any action shall be the presence at the meeting of Members or of proxies entitled to eighty percent (80%) of all of the votes of all Members. If the required quorum is not present at the meeting, an additional meeting may be called, subject to the notice requirement hereinafter set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

(iii) Any provision of this Declaration to the contrary notwithstanding any action may be taken with the assent given in writing and signed by the Members entitled to cast eighty (80%) percent of the votes of the Association.

(iv) The voting rights of any Member shall be suspended for any period during which any assessment to be paid by such Member remains unpaid.

13. Powers and Duties. The Board, for the benefit of the Properties and the Owners, shall delegate to, and Declarant shall have, the sole responsibility and authority to manage the business and affairs of the Association on a year to year basis or until Declarant terminates the same and if requested by either party such management agreement shall be set forth in a separate agreement. Without limiting the foregoing Declarant shall have the following powers until Declarant gives written notice to the Board, whereupon the Board shall have such powers:

(a.) To pay from the funds of the Association all legal and accounting services, policies of insurance insuring the Association against any liabilities to the public or the Owners (and/or invitees or tenants), incident to the operation of the Association, in an amount not less than \$100,000.00 to indemnify against the claim of one person, \$300,000.00 against the claims of two or more persons in any one occurrence, and property damage insurance in an amount no less than \$100,000.00 per occurrence; which policy or policies shall contain an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds, fidelity bonds and any other material, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments required to be obtained or paid for pursuant to the terms of this Declaration or by law or which shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(b.) To execute all declarations of ownership and other documents for tax assessment purposes with regard to the Properties on behalf of all Owners.

- (c.) To enter into contracts, maintain one or more bank accounts and generally, to have all the powers necessary or incidental to the operation and management of the Association.
- (d.) To protect or defend the Properties from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.
- (e.) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.
- (f.) To contract for all goods, services, and insurance payment for which is to be made by the Association, and to perform the functions of the Association.

14. Owner's Obligations to Repair. Each Owner shall, at his sole cost and expense, maintain and repair his property and the improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his property and the improvements thereon (including his fences), as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said property and to repair, maintain and restore the property and the exterior of the buildings fences, and any other improvements erected thereon; and each Owner (by acceptance of a deed for his property) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment's hereunder when due.

15. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for the term of twenty (20) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for two (2) successive periods of ten (10) years unless an instrument signed by the Members entitled to cast eighty (80%) percent of the votes of the Association has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions or to change said Covenants, Conditions and Restrictions in whole or in part.

16. Consent of Members. The Covenants, Conditions, and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, or variances granted with respect thereto, only with the consent of the Members entitled to cast eighty (80%) percent of the votes of the Association, evidenced by a document in writing bearing each of their signatures.

17. Annual Financial Statements; Books and Records. The Association shall, not later than 120 days after the end of each fiscal year of the Association, furnish to each member financial statements which shall include a balance sheet as to the end of such year and a statement of operations for the year then ended. Such financial statements may, but shall not be required to be audited. All members shall have the right during regular business hours and at the office of the Association to inspect the books and records of the Association.

18. Finality of Determination by Association. It is understood that the judgement of the Managing Director of the Association, its successors and assigns, in the allocation and expenditure

of said maintenance fund shall be final so long as such judgement is exercised in good faith. The enumeration of the service for which the maintenance fund may be expended carries no obligation for the Association to furnish any or such services except to the extent of funds actually received by the Association.

19. Dissolution of Association. The Association may be voluntarily dissolved by an affirmative decision of at least eighty (80%) percent of the total votes.

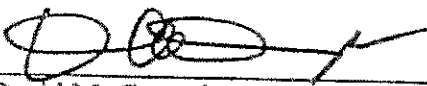
20. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

21. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

22. Headings. The headings contained in the Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

23. Notices. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addresses to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

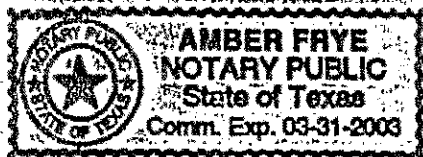
IN WITNESS WHEREOF, Declarant has executed this instrument on this the 23 day of May, 2002.

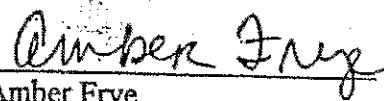

David M. Cummings, Jr., President of
DLCC Management, LLC, General Partner of
Dominion Land & Cattle Company, LP

THE STATE OF TEXAS

THE COUNTY OF KERR

This instrument was acknowledged before me on this the 23rd day of May, 2002 by David M. Cummings, Jr., President of Dominion Land & Cattle Company, Limited.




Amber Frye

Notary Public Printed Name